

October 20, 2016

Dear Counselor,

Here is your copy of a pleading or notice that was filed today in the case described by the same.

If you have any questions, please do not hesitate to contact me by telephone, email or mail.

Have a great day.

Sincerely,

Danielle Gordon  
Danielle P. Gordon

3572 Lytle Road  
Shaker Heights, Ohio 44122  
[daniellepg@outlook.com](mailto:daniellepg@outlook.com)  
216-752-0431  
216-337-4143

\* October 20 -  
to the Clerk & Deputy:

Here is a notice of an error  
in my caption.

I am not allowed to file in the ecf system  
and there is no way to correct the document.  
It is not repeated all the way through,  
so it seems like striking & re-filing might be  
more confusing than to just fix the linked  
number.

So sorry. I get really confused when I'm  
nervous.

Sincerely,  
Danielle Gordon

P.S. I can receive ecf notices by email, as I signed  
up through the bnc.

John Doe

John Doe

John Doe

John Doe

John Doe

John Doe

John Doe

John Doe

John Doe

John Doe

To The Honorable Shelley C. Chapman, United States Bankruptcy Judge:

Danielle P. Gordon, Pro Se  
Surviving Spouse of Jon S. Gordon  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
216-752-0431 (fax/manual)  
216-337-4143

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	
Debtors	:	08-13555 (scc)
:	:	(Jointly Administered)
-----X		

**Notice of Filing Exhibits to Supplement Doc. No. 53755, And Notice That the Linked Docket Number was Transposed in the Caption of the document and Should Be: 53620.**

Danielle Pauer Gordon, Surviving Spouse of Jon S. Gordon, appearing pro se hereby gives notice that the original document filed in this case contained a linked docket number which was inadvertently transposed. The Correct number has appears above, and it is **53620** however it is transposed in Docket number **53755**, which was filed on **September 29, 2016** in response to the Motion to Disallow and Expunge. (That Motion was Filed on **August 30, 2016** in conjunction with an Exhibit; **Doc. 53621**, filed the same date. Movant refers to Claim number **15989** and the within loan file number **45268737**, which is also Movants' residential home.)

Movant's pleading **53755** referred to a note, and a copy of the note was omitted. A scanned copy of the front of the note is hereby attached.

To further supplement this record, a copy of a pleading filed in the Cuyahoga County Court of Common Pleas on Monday, October 17, 2016 is also attached.

Movant sincerely apologizes to The Court, and to any other parties who have been inconvenienced by this error.

There is a hearing scheduled for this motion, related to objections in response to the Motion to Disallow and Expunge (**Doc. 53620**) and it is November 1, 2016 at 11am.

Respectfully Submitted on October 20, 2016 by:

s/Danielle Gordon  
Danielle P. Gordon, Pro Se  
Surviving Spouse of Jon S. Gordon  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
216-752-0431(manual fax)  
216-337-4143 (phone)  
Daniellepg@outlook.com

Certificate of Service:

On October 20, 2016, I sent a copy of the foregoing to the following First Class Mail United States Mail, Postage Prepaid:

(a) the chambers of the Honorable Shelley C. Chapman, One Bowling Green, New York, New York 10004, Courtroom 23;

(b) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: William K. Harrington, Esq., Susan D. Golden, Esq., and Andrea B. Schwartz, Esq.);

(c) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Wilbur F. Foster, Jr., Esq., Dennis C. O'Donnell, Esq., and Evan R. Fleck, Esq.), attorneys for the official committee of unsecured creditors;

(d) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Paul V. Shalhoub, Esq., Todd G. Cosenza, Esq., and Benjamin P. McCallen, Esq.), attorneys for LBHI and certain of its affiliates; and

(e) Rollin Braswell Fisher LLC, 8350 East Crescent Parkway, Suite 100, Greenwood Village, Colorado 80111 (Attn: Michael A. Rollin, Esq. and Maritza Dominguez Braswell, Esq.)

(f) Vito Genna, Clerk Of Court  
One Bowling Green  
New York, New York 10004

By:

/s/ Danielle Gordon  
Danielle P. Gordon, Pro Se  
Surviving Spouse of Jon S. Gordon  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
216-752-0431(manual fax)  
216-337-4143 (phone)  
Daniellepg@outlook.com

\$ 135,000.00

May, 2005

For value received the undersigned,

JON S. GORDON

promises to pay to the order of OHIO CITY PROPERTY MANAGEMENT, INC.

One-hundred and thirty-five thousand-----Dollars,

with interest at the rate of 7 per cent per annum, payable in equal quarterly installments on the first day of each quarter commencing July 1, 2005

the principal to be due and payable July 1, 2015

and both principal and interest to be payable at \_\_\_\_\_ or at any other place hereafter designated by the holder.

Said interest rate shall be reduced to \_\_\_\_\_ per cent per annum so long as each and every installment of interest and principal is paid as the same falls due or within ten days thereafter.

Any holder hereof without notice to anyone may declare the entire debt due after ten days continuous default in the payment of any installment of principal or interest or in the performance or observance of any covenant or condition contained in the mortgage securing this note. Upon such declaration the entire debt shall be immediately due and payable.

Overdue installments of interest and principal shall bear interest at the rate of \_\_\_\_\_ per cent per annum, payable quarterly.

Any attorney-at-law may appear in any court of record situated in the County where I then reside or in the County where I signed this warrant and being in the United States at any time after the debt hereby evidenced shall become due, either at its stated maturity or by declaration, and waive the issuing and service of process and confess judgment against the maker or makers, jointly and severally, in favor of the holder, for the amount then owing hereon, together with the costs of suit, and thereupon, rescuse all errors and waive all rights of appeal.

This note is secured by a mortgage from the maker or makers to the payee upon premises known or designated as 3572 Lytle Road, Shaker Heights, OH 44122

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

EXHIBIT TO 53755

Jon S. Gordon

MICHELLE M. RAZAYESKI

Notary Public, State of Ohio

Commission Expires Sept. 27, 2005

Recorded in Cuyahoga County

SECURED BY REAL ESTATE MORTGAGE



NAILAH K. BYRD  
CUYAHOGA COUNTY CLERK OF COURTS  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**NOTICE Electronically Filed:**  
**October 17, 2016 14:46**

Confirmation Nbr. 884431

AURORA BANK FSB

CV 12 773416

vs.

**Judge:**

DANIELLE POWER GORDON ETAL

MATTHEW A. MCMONAGLE

Pages Filed: 16

*Exhibit to 53755*

**CUYAHOGA COUNTY  
COURT OF COMMON PLEAS**

Aurora Bank FSB	)	
Plaintiff	)	JUDGE Matthew McMonagle
Nationstar Mortgage LLC	)	MAGISTRATE: Jim L. Jackson
Substitute Plaintiff	)	CASE No. CV 12 773 416
	)	<b>NOTICE OF SUGGESTION</b>
Vs	)	<b>OF BANKRUPTCY</b>
Danielle Pauer Gordon	)	
Defendant	)	<b>WITH EXHIBITS</b>

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**Preliminary Statement**

Now comes Danielle Pauer Gordon, Defendant Pro Se, and hereby gives notice that the loan, which is the subject of controversy at the center of this case, is also a claim in a bankruptcy proceeding in The Second Circuit of New York, United States Bankruptcy Court, Southern District, in re: *Lehman Brothers et al.* (08:13555), the **Honorable Shelley C. Chapman** presiding.

The Bankruptcy is the largest ever and most complex, and it is well known. The Chapter 11, styled a "Mega-Bankruptcy" was filed September 15, 2008. A joint debtor and subsidiary



recorded its interest of Defendant's loan. Structured Asset Securities Corporation, better known as "SASCO", filed on February 9, 2009.

### Background

The case presently before the Court is the foreclosure of a single family home, of the Defendant's personal Residence that was refiled on January 12, 2012. The original foreclosure (CV 08 676-071) was filed in November of 2008, and involuntarily dismissed in 2010. The loan has been accelerated, and in default since at least July of 2008. There is no pay history at all available on the loan prior to the default date. There is no information reflecting any *payment on* the loan whatsoever. There is no evidence that the loan ever was ever funded.

After a default judgment, Defendant filed objections to the Magistrates Decision, which were overruled and the Decision was adopted by the Court. Defendant filed a motion for relief from judgment, which was overruled. Defendant appealed the Decision to the Eighth District Court of Appeals, and to the Ohio Supreme Court. The Ohio Supreme Court declined jurisdiction of the case in September of 2016. The case has been returned for execution of the judgement.

### Identification of Loan in Concurrent Cases

The loan is at all times identified as **45268737**. In the bankruptcy, it is found within a claim in the case held originally by **Bank of America, National Association Trustee, (successor by merger to LaSalle Bank National Association, as Indenture Trustee)**. Claim **15989**, holds loan file **45268737**. The claim was transferred to **U.S. Bank, National Association, indenture trustee**. At all times since 2009 the holder of claim **15989**, and trustee has maintained its right to

that claim in the bankruptcy action, and sued and been sued in a number of ancillary cases involving the securitized mortgage loans.

Defendant was never on notice of this and has not been given service of the action in the bankruptcy case. It was by chance Defendant identified her mortgage number (45268737) in a pleading dated August 30, 2016, in the above-referenced bankruptcy; **Docket No. 53260, "Motion to Disallow and Expunge" Docket No. 53261, "Exhibits to Motion"**.

**Double Liability/Double litigation**

Nationstar Mortgage LLC claims to be the lender, and owner of the loan, by transfer from Aurora Bank, FSB. According to Nationstar's own letter, Aurora Bank, FSB may not have any legitimate relationship at all to the loan, and **Nationstar is only a servicer**. Either way, Defendant must face the double liability of a third and eventually fourth Court action on this matter, due to this misleading information, and, has not been proceeding with the same information as the Plaintiff. At this juncture, at least two parties and possibly more are claiming that they own this loan.

**Nationstar disclosed to Defendant only after the Trial case was over** in a writing that **1. Aurora Loan Services, not Aurora Bank FSB should be the transferor** of the mortgage in this foreclosure. **And 2. That loan servicing is for the benefit of a trust, held by U.S. Bank, indenture trustee**. This was submitted to the Consumer Finance portal in response to a complaint, but was never relayed to the Court. The response was not received until June of 2015. The timing of these disclosures was based on the knowledge that it was generally too late for them to be of use to Defendant in any pleading in the foreclosure case, despite the fraud against

Defendant, and the fraud on the Court. **(Defendant's Exhibit Number One, Welcome Letter Series)**

**This denied Defendant her due process rights.**

Lack of notice denies due process if the claimant is unable to participate in bankruptcy negotiations for a better deal. The debtor manufactured products with a serious defect, which it concealed. It filed a chapter 11 case, gave publication notice and extensive direct notice, but not direct notice to its customers who bought the defective product, and sold its assets under section 363 to a newly formed entity free and clear of all claims and interests, including successor liability claims. The product defect was revealed several years later, and people injured by the defect sued the buyer under a successor liability theory. The buyer relied on the sale order. The bankruptcy court found that, addressing objections from other parties in the original sale hearing, it had ruled on all the legal objections the injured plaintiffs now raised to the breadth and scope of the sale order's free and clear provision and determined that despite the lack of direct notice, the plaintiffs were not legally prejudiced. The court of appeals reversed. Due process requires actual notice to known creditors. Whether or not a denial of due process claim requires a showing of prejudice, the lack of notice here was the defect's concealment. That prejudiced the plaintiffs by preventing them from participating in the case and thereby negotiating a better deal for themselves. Therefore, the bar provision in the sale order did not bar the plaintiffs' claims. *Elliott v. General Motors LLC*, \_\_\_ F.3d \_\_\_, 2016 U.S. App. LEXIS 12848 (2d Cir. July 13, 2016).

On September 29, 2016, Defendant filed a pleading, in the Bankruptcy Court. A copy is attached. A hearing is scheduled. **(Defendant's Exhibit Two, Notice, Motion, Brief, Exhibits, Docket No. 53755)**

**Parallel Proceedings/ Res Judicata**

The issues of party identity, subject matter, and jurisdictional priority, must be considered when deciding whether to abate or dismiss a case if concurrent proceedings have been established. Defendant asks the Court to review for dismissal or abatement due to improper venue, forum, or priority of jurisdiction.

**Exhibit Three** is a letter Defendant received from Manley Deas Kochalski, Plaintiff's Counsel. It is a notice issued to vacate (residence) on May 27, 2015. It states in part, "You are hereby notified that possession is demanded by **U.S. Bank National Association, as Indenture Trustee, successor in interest to Bank of America, National Association, as Trustee, (successor by merger to LaSalle Bank National Association, as Indenture Trustee)**, for LXS 2007-8H, ASSET BACKED NOTES, SERIES 2007-5H which was the highest bidder at the sale<sup>1</sup>, and now owns the property." This letter demonstrates that U.S. Bank, the same indenture trustee that is a participant in the above named Bankruptcy action, is also a party to this action. **U.S. Bank, indenture trustee has been a party since at least January 5, 2015.** It was deceptive that the trustee was not added to the caption of the case, or that the Plaintiff did not properly join them in the caption of the pleadings. It was an attempt to evade this result.

**(Defendant's Exhibit Three – Notice to Vacate)**

Defendant had no way to know about the **parallel proceedings**. The mortgage, although properly identified as **45268737**, within the property records in Cuyahoga County, has no

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<sup>1</sup> Nationstar, the only bidder at the Auction, purchased the property for \$66,600 credit bid, did not assume the title and transferred it to U.S. Bank

indication of being Trust Owned. Without a knowledge of the Trust, and the actual mortgage, there is no way to make the association. The name of the trust listed in the Sheriffs Deed is misleading because it does not exist. <sup>2</sup>The incorrect spelling of Defendant's name, the improper use of the Plaintiff that was substituted as a servicer, and the fictional trust, in the case were calculated to send someone on a wild goose chase. In addition, there are misleading statements within the trust prospectus and investor updates that point away from the mortgage, although they are the same.

The result was to wrongfully expose Defendant to eviction from her residential home, for a loan that she did not sign, did not borrow, and does not owe. Without one hearing before the Court, a Magistrate, or the opportunity to confront the party claiming a right to a payment on the loan. It also proves the case for double liability. Defendant has now been faced with foreclosure in both of these cases where she was denied due process based on a lack of service, notice and the right to be heard, and has not had even one appearance in a trial court.

**Mr. Gordon was a resident of the State of New York when he died, in the same jurisdiction as the Bankruptcy Court.** This was no secret to any party as of the date of the filing of this case. What was the proper forum? "Federal law preempts state law either impliedly, by occupying the field or if the state law erects an obstacle to Congress' purpose in enacting the federal law, expressly." (PAH Litigation Trust v. Water St. Healthcare P'ners L.P. (In re Physiotherapy Holding, Inc.), B.R. (Bankr. D. Del. June 20, 2016).

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<sup>2</sup> [LXS 2007-811, Series 511] If it does exist, it is not listed anywhere in the Securities and exchange Commission, and has not been listed in the IRS as a REMIC. It has not been sued, or named as a party in a lawsuit. It is not part of the Lehman Bankruptcy, and it has no other apparent assets. It is not a party in upstream litigation or downstream litigation, as a REIT of this vintage would have been.

**Case Should be dismissed**

Defendant respectfully suggests that This Honorable Court dismiss the case as void ab initio.

Respectfully Submitted on October 17, 2016

/s/Danielle P. Gordon  
Danielle Pauer Gordon, Pro Se  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
Daniellepg@outlook.com  
216-752-0431

**Certificate of Service**

A copy of the foregoing notice was sent to the following by First Class prepaid mail on October 17, 2016 by the undersigned.

John B. Kopf, Esq.  
Thompson Hine, LLP  
41 South High Street, Suite 1700  
Columbus, Ohio 43215  
(614)469-3200  
Appellate Counsel for Plaintiff (s)

David B. Bokor, Esq.  
Manley Deas Kochalski, LLC  
P.O. Box 165028  
Columbus, Ohio 43216  
Counsel For Aurora Bank FSB

Thomas M. Gacse, Esq.  
P.O. Box 1111  
Youngstown, Ohio 44501  
Attorney for Home Savings & Loan Company  
of Youngstown Ohio

Manley Deas Kochalski, LLC  
P.O. Box 165028  
Columbus, Ohio 43216  
Counsel For U.S. Bank National  
Association, Indenture Trustee  
for the LXS 2007 8H Trust

Michael Carleton, Esq.  
Manley Deas Kochalski, LLC  
P.O. Box 165028  
Columbus, Ohio 43216  
Counsel for Aurora Bank FSB

BY:  
/s/Danielle P. Gordon  
Danielle Pauer Gordon, Pro Se  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
Daniellepg@outlook.com  
216-752-0431

**EXHIBITS:**

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**WELCOME LETTER SERIES** – Exhibits I-I-C, Response Letter and Three Letters from Nationstar which were received in June of 2015, showing that Aurora Bank, FSB was not the Transferor of the Mortgage, and that Nationstar was a Servicer, also shows that U.S. Bank was not properly joined in the case, and that the Mortgage was never transferred to the Trust, if it was, in fact owned by that Trust, since that is not the same trust which is now claiming ownership. ....p. 10

**DOCKET NUMBER 53755** – Defendant's initial appearance in the Lehman Case.....p. 14

**NOTICE TO VACATE** – A letter received by Defendant at the residence from Counsel, in which it claims to represent Trustee, a party to both actions.....p. 16



EXHIBIT ONE – Response Letter May 27, 2015

Danielle Gordon  
3572 Lytle Road  
Shaker Heights, OH 44122

RE: Nationstar Reference Number – NSM-05-15-15636  
Mortgagor – Estate of Jon Gordon  
Property Address – 3572 Lytle Road, Shaker Heights, OH 44122  
Loan Number – 0600015267  
CFPB Case Number – 150516-000109

Dear Danielle Gordon:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence submitted through the Consumer Financial Protection Bureau (CFPB) on May 19, 2015, regarding the above referenced account. We appreciate you bringing this to our attention, as we take all matters such as this seriously.

Unfortunately, Nationstar can not attest to the practices of U.S. Bank National Association America or comment on any errors they may have made concerning communication with you as well as their handling of the mortgage loan.

We have conducted an investigation, and it was determined the error asserted within your correspondence did not occur on the account. Our records indicate the servicing responsibilities of the mortgage loan account *transferred* from Aurora Loan Services, LLC (Aurora), effective July 1, 2012. Records reflect the status of the mortgage loan account was delinquent upon transfer and next due for the July 1, 2008 monthly installment. Our records indicate the enclosed Mortgage, dated January 25, 2007, was signed by both you and Jon Gordon. As such, you were designated as a person whom held interest in the property. The mortgage loan account was in active foreclosure upon transfer from Aurora.

In reference to your concern regarding the communication with Nationstar, please note Nationstar representatives have spoken to you on several occasions in which our representative advised of the status of the account and potential assistance options. Nationstar received correspondence from you, dated February 28, 2013 in which you requested Nationstar only make contact with you in writing. As such, the account was coded to reflect your request to cease telephone communication.

In reference to your concerns regarding property preservation, please be advised, Nationstar may enter upon and conduct an inspection of your property. The purposes of such an inspection are to observe the physical condition of the property, verify that the property is occupied, and determine the identity of the occupant. If the default status of a loan is not cured prior to the inspection, other actions to protect the mortgagee's interest in the property including but not limited to winterization, securing the property, and valuation services may be taken. The costs of the above described inspections and property preservation efforts will be charged to the account as provided in the Mortgage as permitted by law.

Records indicate the aforementioned property was sold in a foreclosure sale on January 5, 2015. The property status is Real Estate Owned.

You have the right to access the documents relied upon in this investigation. We have included those documents for your records.

*Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.*

www.NationstarMtg.com  
NER051



REPRESENTATION OF PRINTED DOCUMENT

EXHIBIT I-A



July 15, 2012

63532 0002655

RE Nationstar Mortgage LLC Loan Number 0600015267

ESTATE OF JON GORDON  
PO BOX 33609  
N ROYALTON OH 44133-0699

Dear ESTATE OF JON GORDON

Welcome to Nationstar Mortgage

We look forward to servicing your loan on behalf of U.S. BANK, TRUSTEE, LXS SERIES 2007-8H

- Your total debt at the time of the transfer is \$362,421.82. This amount includes your outstanding Unpaid Principal Balance of \$249,999.05, \$80,205.84 in Interest, \$326.04 from Fees, and \$7,235.00 from expenses paid on your behalf.
- This debt is owed to U.S. BANK, TRUSTEE, LXS SERIES 2007-8H, but is being serviced by Nationstar
- Unless you dispute the validity of this debt, or any portion thereof, in writing within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by Nationstar
- If you notify Nationstar in writing within this thirty (30) day period that the debt, or any portion thereof, is disputed, Nationstar will obtain verification of the debt and a copy of such verification will be sent to you

We welcome you to Nationstar Mortgage and look forward to being your mortgage servicer

Mail written disputes to  
Nationstar Mortgage LLC  
Attn: Research Department  
350 Highland Drive  
Lewisville, TX 75067

For Customer Service Inquiries, call toll free at 1-888-854-9398

Sincerely,

Nationstar Mortgage LLC

*Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.*

[www.nationstarmlg.com](http://www.nationstarmlg.com)



REPRESENTATION OF PRINTED DOCUMENT



EXHIBIT I-B

July 15, 2012

63532 0002655

ESTATE OF JON GORDON  
PO BOX 33699  
N ROYALTON OH 44133-0699

New Nationstar Loan Number 0600015267

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Dear Estate Of Jon Gordon:

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from AURORA LOAN SERVICES LLC to Nationstar Mortgage LLC, effective 07/01/12.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires Nationstar Mortgage send you this notice no later than 15 days after the effective date of the transfer.

Your new servicer is Nationstar Mortgage LLC.

Nationstar Mortgage's business address is

Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville, Texas 75067  
[www.MyNationstarMtg.com](http://www.MyNationstarMtg.com)

Nationstar Mortgage's toll free number is 1-888-850-9398. If you have any questions relating to the transfer of servicing to Nationstar Mortgage, call 1-888-850-9398 between 8 a.m. and 8 p.m. on the following days: Monday - Thursday, 8 a.m. and 5 p.m. on Friday, or visit us anytime at [www.MyNationstarMtg.com](http://www.MyNationstarMtg.com).

The date that Nationstar Mortgage will start accepting payments from you is 07/01/12. You can pay online via the Nationstar Mortgage website at [www.MyNationstarMtg.com](http://www.MyNationstarMtg.com), or you can send all payments due on or after that date to:

Nationstar Mortgage LLC  
PO Box 650783  
Dallas, Texas 75285

Your mortgage life insurance, disability insurance and/or other optional products will not continue. If you wish to retain optional products, you will need to contact your current optional product service provider.

Enclosed is your Welcome Letter which includes a payment coupon with detailed loan information.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 5 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

Nationstar Mortgage LLC  
Attention: Research Department  
350 Highland Drive  
Lewisville, Texas 75067  
[www.MyNationstarMtg.com](http://www.MyNationstarMtg.com)

Not later than 30 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

Important Loan Transfer "Home Affordable Modification Program" Information

**Home Affordable Modification Program:** If you are currently participating in (or being considered for) a loan modification program, we will be continuing all your documentation to the new servicer. Until the transfer date, you should continue to make your payments to the current servicer. After transfer, you should make all payments to Nationstar until such time that you are provided additional direction. Decisions regarding qualification will be made by Nationstar. All information regarding other loan mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Nationstar for processing. Please be advised that this transfer may extend the time needed for a final decision.

Sincerely,  
Nationstar Mortgage LLC

Electronically Filed 10/17/2016 at 10:40:00 AM in Case No. 08-13555-MG Document 53852-19 of 23 BATCH



EXHIBIT 2 – Doc. 53755

Danielle P. Gordon, Pro Se  
Surviving Spouse of Jon S. Gordon  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
216-752-0431 (fax: manual)  
216-337-4143

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	
Debtors	:	08-13555(SCC)
	:	(Jointly Administered)

**Notice of Response, to Doc. 53260: Motion to Dismiss and Expunge;  
And Request to file Administrative Claim Or Partial Transfer and Amendment of Existing  
Claim 15989, Loan File Number 45268737 (or entry effecting the same result), with  
Exhibits**

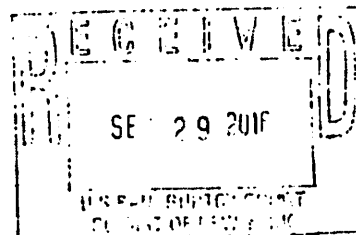
Please take notice that Danielle Pauer Gordon, an interested party, appearing Pro Se  
hereby submits a response to the Debtors Motion to Disallow and Expunge, (Doc. 53260) filed  
on August 30<sup>th</sup>, 2016.

This involves a specific claim which is held by U.S. Bank, and one particular loan file  
which was not previously identified as a claim within this case before the motion referenced  
above.

A hearing is scheduled for October 20, 2016 on the Motion to Disallow and Expunge.

Respectfully Submitted,

/s/ Danielle Gordon  
Appearing Pro Se  
Danielle P. Gordon  
September 26, 2016



08-13555-sec Doc 53755 Filed 09/30/16 Entered 10/06/16 16:55:18 Main Document  
Pg 2 of 23

Certificate of Service:

I sent a copy of this Notice on September 26, 2016 to the following, by courier, or regular, U.S. Mail, postage prepaid to the following:

(a) the chambers of the Honorable Shelley C. Chapman, One Bowling Green, New York, New York 10004, Courtroom 23;

And to the following by U.S. Mail, Postage Prepaid:

(b) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: William K. Harrington, Esq., Susan D. Golden, Esq., and Andrea B. Schwartz, Esq.);

(c) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Wilbur F. Foster, Jr., Esq., Dennis C. O'Donnell, Esq., and Evan R. Fleck, Esq.), attorneys for the official committee of unsecured creditors;

(d) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Paul V. Shalhoub, Esq., Todd G. Cosenza, Esq., and Benjamin P. McCalien, Esq.), attorneys for LBHI and certain of its affiliates; and

(e) Rollin Braswell Fisher LLC, 8350 East Crescent Parkway, Suite 100, Greenwood Village, Colorado 80111 (Attn: Michael A. Rollin, Esq. and Maritza Dominguez Braswell, Esq.)

By:

/s/ Danielle Gordon  
Danielle P. Gordon, Pro Se  
Surviving Spouse of Jon S. Gordon  
3572 Lytle Road  
Shaker Heights, Ohio 44122  
216-752-0431 (manual fax)  
216-337-4143 (phone)  
Daniellepg@outlook.com  
September 26, 2016

EXHIBIT 3 -- Letter to Defendant



MANLEYDEAS.COM

P.O. BOX 165028  
COLUMBUS, OH 43216  
P 614-220-5611 | F 614-220-5613

May 27, 2015

**Via Regular and Certified Mail**

Unknown Occupants  
3572 Lytle Road  
Shaker Heights, OH 44122

**RE: NOTICE TO VACATE**

Dear Occupant:

On January 5, 2015 the property located at 3572 Lytle Road, Shaker Heights, OH 44122 the "Property") was sold before the Courthouse door of Cuyahoga County, Ohio during the legal hours of sale. You are hereby notified that possession is demanded by U.S. Bank National Association, as Indenture Trustee, successor in interest to Bank of America, National Association, as Trustee, (successor by merger to LaSalle Bank National Association, as Indenture Trustee), for LXS 2007-8H, ASSET BACKED NOTES, SERIES 2007-5H which was the highest bidder at the sale, and now owns the Property.

If you are the former owner of the Property or if you are an occupant who is NOT considered a "bona fide" tenant or subtenant (collectively, "tenant") as outlined below, you must immediately vacate and relinquish possession of the Property.

If you have any questions, please contact Manley Deas Kochalski Eviction Department at 614-222-4921.

If you are an active servicemember, or if you are a dependant of an active servicemember, you may be entitled to certain rights under the Servicemembers Civil Relief Act. A servicemember includes, for example, a member of the U.S. Armed Forces. If this applies to you, this law firm should be contacted immediately and notified to determine whether you are eligible for protection under the Act.

Sincerely,

Manley Deas Kochalski LLC